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04/21/2021 10:21 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

Brevoort Family LLC
615 Boren Ave Apt 36
Seattle WA 98104-2049

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 21 2021

DOCUMENT TITLE: **EASEMENT AGREEMENT**

GRANTOR: COWLES, TODD M.

Amount Paid \$ ☒
Skagit Co. Treasurer
By *ML* Deputy

GRANTEE: BREVOORT FAMILY LLC

LEGAL DESCRIPTIONS: Lot 6, Assessor's Plat of Fahlen's Snee-oosh Tracts, Vol. 8, p. 86
Tax Parcel #3912-000-006-0005 (P65271) - see full legal below

Lot 7, Assessor's Plat of Fahlen's Snee-oosh Tracts, Vol. 8, p. 86
Tax Parcel #3912-000-007-0004 (P65272) - see full legal below

THIS AGREEMENT is made and entered into as of this 1st day of April,
2021, by and between TODD M. COWLES, as his separate property ("Cowles"); and BREVOORT
FAMILY LLC, a Washington limited liability company ("Brevoort Family LLC").

RECITALS

A. Brevoort Family LLC is the owner of that certain parcel of real property legally
described as follows ("Brevoort Lot") a/k/a Tax Parcel #3912-000-007-0004 (P65272):

Lot 7 of Assessor's Plat of Fahlen's Snee-oosh Tracts, according to plat thereof
recorded in Vol. 8 of Plats, p. 86, records of Skagit County, Washington;
situate in Skagit County, Washington.

B. Cowles is the owner of that certain parcel of real property legally described as
follows ("Cowles Lot") a/k/a Tax Parcel #3912-000-006-0005 (P65271):

Lot 6 of Assessor's Plat of Fahlen's Snee-oosh Tracts, according to plat thereof
recorded in Vol. 8 of Plats, p. 86, records of Skagit County, Washington;
situate in Skagit County, Washington.

C. Cowles desires to grant an easement over a portion of the Cowles Lot in favor and for the benefit of the Brevoort Lot on all of the terms, covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, in consideration of all of the covenants and agreements hereinafter contained, the parties hereto agree as follows.

1. Grant of Easement Parcel. Cowles does hereby grant and convey to Brevoort Family LLC, its heirs, successors and assigns, for the benefit of and appurtenant to the Brevoort Lot, a perpetual non-exclusive easement over, under, and across the Cowles Lot, for purposes of installing, maintaining, repairing, replacing, accessing, and using underground cable, fiber optic, and other similar underground utility connections and services provided by WAVE DIVISION HOLDINGS LLC and its successors and other entities who provide such utility services to the Brevoort Lot.

2. Covenants to Run with the Land. Each and every easement, covenant, condition and restriction contained herein shall **(a)** constitute a covenant running with the land in favor of the land thereby benefitted and against the land thereby burdened, **(b)** bind every person holding any fee, leasehold or any other interest in any portion of the land burdened thereby, and **(c)** shall be effective against any owner who acquires title by a judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Cowles transfers all or any portion of the Cowles Lot, then the transferee thereof shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such owner herein contained.

3. Indemnification. Brevoort Family LLC shall indemnify and hold harmless Cowles, their heirs, successors, and assigns, from all grossly negligent acts or omissions of Brevoort Family LLC, their agents, employees, invitees, and contractors on the Cowles Lot in exercise of rights under this easement agreement, and from all claims, demands, liens, and other actions that may result therefrom.

4. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the easement granted hereunder for or to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed herein.

5. Miscellaneous. This Agreement shall be governed by and interpreted under the laws of the State of Washington. Titles and headings of paragraphs contained herein are for reference purposes only and shall not affect the construction or interpretation of any provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be valid under applicable law. If any provision is found to be invalid,

such invalidity shall not affect the validity or enforceability of the remainder of this Agreement.

Grantor - Cowles



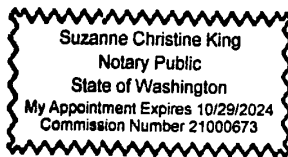
DATE: 4.1.21

Todd M. Cowles

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that TODD M. COWLES is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATE: 4/1/2021





Signature of NOTARY

Suzanne Christine King

Printed name of NOTARY

NOTARY PUBLIC in and for the State

of Washington, residing at 521 Morris St

My commission expires: 10/29/24

Grantee - Brevoort Family LLC


By: Margaret Brevoort, its Manager

DATE: April 1, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Margaret Brevoort is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the

Manager of BREVOORT FAMILY LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: 4/1/2021



Suzanne Christine King
Signature of NOTARY

Suzanne Christine King
Printed name of NOTARY

NOTARY PUBLIC in and for the State
of Washington, residing at 541 Morris St
My commission expires: 10/29/24